CASE Number: 21-117

IN THE

SUPREME COURT OF THE UNITED STATES

VERNON DECK

Petitioner,

Vs.

WELLS FARGO BANK, N.A., ET AL

Respondent(s)

ON PETITION FOR WRIT OF CERTIORARI

TO THE NINTH CIRCUIT COURT OF APPEALS

PETITION FOR WRIT OF CERTIORARI

Vernon Deck,
Represented In pro se
112 Hawthorne Loop
Roseville, CA
(805)-598-3206

QUESTIONS

1) When a foreign National claims Citizenship on escrow documents, but is not a citizen, is that Mortgage Valid or VOID?

2) Since Escrow Instructions are equally binding on each party signing the same Mortgage, Is the mortgage binding on the parties when one party (in bad faith) intentionally fails to sign as prepared, and required by the Escrow Instructions?

3) Prior to a mortgage being discharged in a Bankruptcy Chapter 7, after a National Bank withdraws its Motion to lift the Automatic Stay, Is it legal for them to reassign it to another National Bank for the express purpose of collection, while the Automatic Stay is firmly in place? Can the assignee legally attempt to collect within the same stay?

4) The Ninth Circuit determined this pro se litigant clearly had Standing, then Reversed and Remanded it back to the Eastern District Court for review; it was DISMISSED without further hearing, claiming gamesmanship (41(b)), and never reached any merits. Did the District Court have disgression to ignore the 9th Circuit's authority? (Sherman Act, 15 U.S.C.S. §§ 1,2)

5) In light of the *14th Amendment to the US Constitution,* Does the trial courts' refusal to hear the Merits, denying the *Due Process of Law,* fatally over-rule a citizen's right to be heard?

6) Will this Court impose exemplary damages upon the National Banks; Mortgage companies; Investors; attorneys; and their associates, who wrongfully strip, or move to strip, Homeowners to stop their Primary Residences through repeated reassignments and broken chains of title? (Frauds)

7) Following Wells Fargo Bank's unlawful Assignment, US Bank's wrongful foreclosure sale was fraudulently predicated on a DOT from 2002, and ignored

the 2008 QCD granting full ownership back to the husband as sole-purchaser (circa 1999). With the Broken Chain of Title, Will this court expunge such Transfers and Sales?

(*FRAP 43(B); the Fourteenth Amendment; and U.S.C. § 1701j-3(d)(7), pre-emptions of due on sale*)

8) The refinance was on $ 274,000 of principal ($338K with costs, and offset with $32,000 cash, for a $306K refi); only the purchasing spouse made payments [totaling $ 379,619.74]; after the BK-7 discharge the foreclosure sale was for one penny over an inflated sale price of $ 539,455.59, and the *only* vested homeowner lost his home and every dollar invested since 1999. Will the practice of these violations of unjust enrichment; unclean hands; and undeserved impoverishment, be sharply rectified nationally?

9) How will the Supreme Court of the United States affirmatively end the lenders, and their accomplices, predatory schematic of mortgage and title fraud against homeowners?

PETITION FOR WRIT OF CERTIORARI

Appellant's relentless pursuit to be heard on the merits by an impartial court has not waivered... Appellant has endured! The Magistrate Judge in the EDC, made it crystal clear that for this Appellant it was going to be very difficult for him in Federal court, at his very first appearance. The court even suggested the voluntary withdrawal of his legally credible claim, which screams to have the merits heard, but lacking a proper judicial opportunity. Plaintiff was sanctioned $250 by the Magistrate under the mistaken guise of "*gamesmanship" calling it a Rule 41(b) error for failing to prosecute.* It was, in fact, the court which refused to entertain any merits contained in the Original or two Amended complaints. Unequivicabally, it was *NOT* that the Petitioner failed to present them! To be heard is a right of law under the 14th Amendment. Moreover, some form of hearing is required before an individual is finally deprived of a property, or a liberty interest. In other words, Parties whose rights are to be affected are entitled to be heard (Baldwin v. Hale, 68 U.S. (1 Wall.) 223, 233 (1863). Magistrate Kendall even stood up to conclude the Evidentiary Hearing and threaten the pro se litigant by raising his voice and claiming to refer him for criminal prosecution. The *'gamesmanship'* was then linked to a Rule 41(b) accusation of "Failure to Prosecute" Appellant's claims. This is absolutely fallible. What constitutes the Failure to Prosecute, is generally defined as an "*intention to thwart progress*" as a delaying tactic. When in fact, a dismissal for failure to prosecute is proper *only* where the plaintiff demonstrates actions to avoid conclusion. This appellant continues pressing on, despite the obstacles, even those by the Magistrate. See In re: Will of Kersey, 176 N.C. App. 748, 751, 627, S.E.2d 309, 311 (2006); Green v. Eure, 18 N.C. App. 671, 672, 197 S.E.2d 599, 601 (1973)(citing 5 Moore's Federal Practice, para 41.11(2))

Where the appeal of a Rule 41(b) dismissal alleges an error of law, the Court of Appeals may proceed on grounds that 1) the trial court did not make the required findings of fact to support Dismissal; or 2) (as there is in this case) that there was, as a matter of law, no "failure to prosecute." This appellant has demonstrated for eighteen years, his genuine pursuit to conclude these matters the proper way by

rule of the courts, because it was not resolved at the time of his divorce in 2005, or 2008, or 2013, or even in the federal court in 2017 or 2019. Most accurately, Appellant, Vernon Deck would submit IT WAS NOT a *"Failure to Prosecute", but rather..."A FAILURE -TO-RESOLVE "by* the courts and certainly by intent of opposing counsel. It would be fair to describe this 18-year nightmare as: The Classic *'Unending Divorce...* gone sideways!

RECUSAL WAS REQUESTED 1/07/18 (Dkt. 66), Denied 1/09/18, (Dkt. 68).

The Appeal to SCOTUS, is intended to be heard on merits against Appellants, for National Jurisdiction of Mortgage Fraud; Unjust Enrichment; and undeserved impoverishment intended to strip Appellant Deck of ALL Equity; Investment; Rights, and use since 1999; to unlawfully claim ownership of his Primary Residence through the illegal Non-Judicial Foreclosure Sale. There were fatally flawed Transfers culminating in the wrongful foreclosure sale, with a Broken Chain of Title. The 2002 DOT was superseded by the signed Nov. 4, 2008 QCD (as one term of the Marital Settlement Agreement (MSA) in their Divorce, relinquishing all of Heather Summerby's rights in the subject property at: 1124 Hawthorne Loop, Roseville, CA 95678, back to her ex-husband Vernon Ray Deck. All parties and entities since the January 10, 2012 Filing of Summerby's QCD in Placer County California, would have reasonably known Vernon Ray Deck was the sole owner on title the subject property, by Title search, Lis Pendence on file, or the Placer County Tax Assessor's records.

Redwood Holdings, LLC falsely claimed a legal purchase from US Bank, N.A. and its cohorts with the express intent to steal the subject property from Vernon Ray Deck without paying him any compensation. It also eliminated Heather Summerby's entire obligation on the Note she demanded was her sole obligation, without any of her personal funds ever involved, since her 2002 signing. Thus, harming Deck beyond reason of equity and law by undeserved impoverishment.

LIST OF PARTIES

- Heather Ann Summerby –
- Chase Manhattan Mortgage Co.
- Option One Mortgage Co. (Now, Sand Canyon Corp.)
- Wells Fargo Bank N.A. (Trustee for Option One)
- US Bank N.A. Chalet Series III Trust 2003-1
- US Bank N.A. Lodge Series III Trust 2003-1
- Stewart Title of Sacramento
- American Home Mortgaging Servicing, Inc.
- Homeward Residential
- Ocwen Loan Servicing
- MTGLQ (Investment group of Goldman Sachs)
- SN Servicing Corporation
- Preston Ridge Partners, LLP. (Owned NOTE at time of SALE)
- Power Default Services, Inc.
- Prestige Default Servicers
- Houser & Allison, APC- W/F Bank
- Ghidotti – Berger (US Bank, N.A./SN Servicing)
- Redwood Holdings, LLC
- William Fogelman, Esq. (SN Servicing)
- Law Offices of Sam Chandra, LLC (Redwood Partners)
- Wedgewood, LLC

**** Appellant has no corporate connections.****

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AUTHORITIES

FRCP RULE 60(b) FRCP Rule 60(b) provides that the court may relieve a party from a final judgment and sets forth the following six categories of reasons for which such relief may be granted: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59; (3) fraud, misrepresentation, or misconduct by an adverse party; (4) circumstances under which a judgment is void; (5) circumstances under which a judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. F.R.C.P. Rule 60(b)(1)-(b)(6). To be entitled to relief, the moving party must establish facts within one of the reasons enumerated in Rule 60(b).

12 U.S. Code § 2605: Servicing of mortgage loans and administration of escrow accounts: Federal Rule of Civil Procedure 17(a)(1) which requires that "[a]n action must be prosecuted in the name of the real party in interest." See also, In re Jacobson ,402 B.R. 359, 365-66 (Backrow. Wash. 2009); In re Hwang, 396B.R. 757, 766-67 (Bankr. C.D. Cal. 2008).

When appeal is taken from a void judgment, the appellate court must declare the judgment void, because the appellate court may not address the merits, it must set aside the trial court's judgment and dismiss the appeal. A void judgment may be attacked at any time by a person whose rights are affected. See El-Kareh v. Texas Alcoholic Beverage Comm'n, 874 S.W.2d 192, 194 (Tex. App.—Houston [14th Dist.] 1994, no writ); see also Evans v. C. Woods, Inc., No. 12-99-00153-CV, 1999 WL 787399, at *1 (Tex. App.—Tyler Aug. 30, 1999, no pet. h.).

Federal Rule of Civil Procedure 17(a)(1) which requires that "[a] action must be prosecuted in the name of the real party in interest. "See also, In re Jacobson, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009); In re Hwang, 396 B.R. 757, 766-67

(Bankr. C.D. Cal. 2008). Mortgage Electronic Registration Systems, Inc. v. Chong, 824 N.Y.S.2d 764 (2006). MERS did not have standing as a real party in interest under the Rules to file the motion. The declaration also failed to assert that MERS, FMC Capital LLC or Homecomings Financial, LLC held the Note.

The 14th amendment of the United States Constitution gives everyone a right to due process of law, which includes judgments that comply with the rules and case law. Most due process exceptions deal with the issue of notification. If, for example, someone gets a judgement against you in another state without your having been notified, you can attack the judgement for lack of due process of law. In Griffen v. Griffen, 327 U.S. 220, 66 S. Ct. 556, 90 L. Ed. 635a pro se litigant won his case in the Supreme Court who stated

The Fourteenth Amendment states: No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws. U.S. Const. amend. XIV

All sales of real estate, made under powers contained in mortgages or deeds of trust contrary to the provisions of this article, shall be null and void, notwithstanding any agreement or stipulation to the contrary. (Code 1907, §4134; Code 1923, §7849; Code 1940, T. 7, §561.). Citing Kluge v Fugazy, the Court (Katz v East-Ville Realty Co., 249 AD2d 243 16 [1st Dept 1998], held that "[p]plaintiff's attempt to foreclose upon a mortgage in which he had no legal or equitable interest was without foundation in law or fact."

There was No Due Process prior to the illegal foreclosure March 1, 2021 recorded in Placer County, CA. Fraud upon the Court without lack of standing on a Void Judgment, is illegal. A Remand will not support No Due Process Law after the crime was committed based upon Fraud Upon The Court. Constitutional Laws were violated here. Under Federal Law when a rule providing for relief from void judgments is applicable, relief is not discretionary matter, but is mandatory,

Orner. V. Shalala, 30 F.3d 1307 (Cob. 1994). Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process, Fed. Rules Civ. Proc., Rule 60(b)(4),28 U.S.C.A., U.S.C.A. Const. Amend. 5 · Klugh v. U.S., 620 F.Supp. 892 (D.S.C. 1985). aw which is applicable to all states, the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, **but simply void**; and form no bar to recovery, even prior to a reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers. A Party Affected by VOID Judicial Action Need Not APPEAL. State ex rel. Latty, 907 S.W.2d at 486. It is entitled to no respect whatsoever because it does not affect, impair, or create legal rights." Ex parte Spaulding, 687 S.W.2d at 745 (Teague, J.,concurring).

When rule providing for relief from void judgments is applicable, relief is not discretionary matter, but is mandatory, Omer. V. Shalala, 30 F.3d 1307 (Cob. 1994). This cannot be ignored its fact recorded! Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process, Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. Cönst. Amend. 5 —Kiugh v. U.S., 620 F.Supp. 892 (D.S.C. 1985).

What Constitutes Failure to Prosecute a) General Guidance i) "Intention to thwart progress" or "delaying tactic" required "Dismissal for failure to prosecute is proper only where the plaintiff manifests an intention to thwart the progress of the action to its conclusion, or by some delaying tactic plaintiff fails to progress the action toward its conclusion." In Re Will of Kersey, 176 N.C. App. 748, 751, 627 S.E.2d 309, 311 (2006); Green v. Eure, 18 N.C. App. 671, 672, 197 S.E.2d 599, 601 (1973) (citing 5 Moore's Federal Practice, para. 41.11(2))

Cases Holding No "Failure to Prosecute" As a Matter of Law i) Where Actions of Attorney Could Not Be Imputed to Claimants (1) Barclays American Corp. v. Howell, 81 N.C. App. 654, 657–58, 345 S.E.2d 228, 230–31 (1986). Reversing, in a

strongly-worded opinion, the dismissal of plaintiff's action where his attorney had filed a motion to withdraw a few days before trial date and did not communicate to his client that trial date had been set. Rejecting the notion that the client was required to know of the trial date as a matter of ordinary prudence. Holding that the plaintiff's failure to attend trial was "excusable as a matter of law.

De Novo Where the appeal of a Rule 41(b) dismissal alleges an error of law, the Court of Appeals reviews the matter de novo. Appeals in this context have proceeded on grounds that (1) the trial court did not make the required findings of fact to support the dismissal; or (2) that there was, as a matter of law, no "failure to prosecute". See Sections (3) and (4) above

Mathews v. Eldridge, 424 U.S. 319, 333 (1976). "Parties whose rights are to be affected are entitled to be heard." Baldwin v. Hale, 68 U.S. (1 Wall.) 223, 233 (1863).

The FDCPA(Fair Debt Collection Practices Act (1978) 15 U.S.C § 1692e "The FDCPA broadly prohibits a debt collector from using 'any false, deceptive, or misleading representation or means in connection with the collection of any debt." In addition to the administrative enforcement, the FDCPA provides for private rights of action against debt collectors, and permits debtors to recover actual damages, and attorneys' fees and cost for violations of its terms." 15U.S.C. § 169n.

Stay violations occur when a creditor takes actions that are prohibited by the automatic stay provision of the bankruptcy code, which is found at 11 U.S.C. § 362. "As a general rule, the filing of a bankruptcy petition operates as a stay against actions affecting the property of the bankruptcy estate. 11 U.S.C. § 362(a). Because the stay takes effect upon filing, without the need for further action, it is often referred to as an 'automatic' stay." *In re Nelson*, 994 F.2d 42, 44 (1st Cir. 1993).

The automatic stay sweeps broadly, enjoining the commencement or continuation of any judicial, administrative, or other proceedings against the debtor, ~~enforcement of prior judgments, perfection of liens, and "any act to collect, assess~~ or recover a claim against the debtor that arose before the commencement of the

case." 11 U.S.C. § 362(a)(6). "The automatic stay created upon the filing of a bankruptcy petition ... does not require actual notice to be effective and, for the most part, prevents a creditor from taking any action to collect a pre-petition debt regardless of notice." *Vargason*, 260 B.R. 488, 492 (Bankr. D.N.D. 2001).

"**The Homeowner Bill of Rights (Civ. Code, §§ 2920.5, 2923.4-2923.7, 2924, 2924.9-2924.12, 2924.15, 2924.17-2924.20) (HBOR)**, effective January 1, 2013, was enacted 'to ensure that, as part of the non-judicial foreclosure process, borrowers are considered for, and have a meaningful opportunity to obtain, available loss mitigation options, if any, offered by or through the borrower's mortgage servicer, such as loan modifications or other alternatives to foreclosure.' (§ 2923.4, subd. (a).) Among other things, HBOR prohibits 'dual tracking,' which occurs when a bank forecloses on a loan while negotiating with the borrower to avoid foreclosure. (See § 2923.6.) HBOR provides for injunctive relief for statutory violations that occur prior to foreclosure (§ 2924.12, subd. a)), and monetary damages when the borrower seeks relief for violations after the foreclosure sale has occurred (§ 2924.12, subd. (b))." (Valbuena v. Ocwen Loan Servicing, LLC (2015) 237 Cal.App.4th 1267, 1272 [188 Cal.Rptr.3d 668].)

A material violation found by the court to be intentional or reckless, or to result from willful misconduct, may result in a trebling of actual damages or statutory damages of $50,000. 'A court may award a prevailing borrower reasonable attorney's fees and costs in an action brought pursuant to this section.'" (Valbuena, supra, 237 Cal.App.4th at p. 1273.internal citation omitted.)

CITATIONS OF OPINIONS

JURISDICTION

This court has jurisdiction on a void judgment and constitutional issues. 28 U.S.C. § 1254 (1). There is diversity of citizenship between the parties and the amount in controversy exceeds the sum of $75,000. The district court had jurisdiction under 28 U.S.C. § 1332(a).

Under the Fourteenth Amendment of the U.S. CONSTITUTION, Appellant has the Right to Be Heard and the Rights to Life, Liberty, and the possession of property.

The statutory provision believed to confer on this Court jurisdiction to review on a writ of certiorari the judgment or order in question is as follows:

When appeal is taken from a void judgment, the appellate court must declare the judgment void, because the appellate court may not address the merits; it must set aside the trial court's judgment and dismiss the appeal.

CONSTITUTIONAL AND STATUTORY PROVISIONS

The IVX Amendment of the U.S. Constitution -

Federal Rules of Appellate Procedure

17(a)(1) -17(a)(2)

FRAP 25(a)(2)(B) and

RULE 60(b) (1) (2) (3) (4) (6) 60(d) (1) (2) (3)

12 USC 2605 –

Governed Laws and Security Laws

Sections 17(a)(2) and 17(a)(3) of the Securities Act of 1933

Section 21C of the Exchange Act of 1934 and

Sections 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act

And, Rules 12b-20, 13a-1, 13a-11, 13a-13.

28 U.S.C. §1254(1)

28 U.S.C. §1332(a)

Cal. Civ. Code §2924 HBOR -

Cal. Civ. Code §2924.17 HBOR -

Cal. Civ. Code §2924(a) HBOR -

STATEMENT OF THE CASE

Eastern District Court of California – Sacramento, the Jurisdiction is predicated on a National case with diverse citizens located in differing States. The EDC errantly ruled Deck had No Standing. It was Reversed & Remanded by the 9th Circuit upon

the Ruling Appellant factually does have Standing as a mortgagor. On Remand, the EDC errantly Dismissed the case for *'gamesmanship' under Rule 41(b)*, without the trial court hearing anything further, it was Dismissed in its entirety, even after Petitioner paid sanctions of $250 to comply and Amend filings with the court. In appellant's attempt to appease the court's demand, Plaintiff requested the 9th Circuit clarify the R & R Order, however without a final judgment, the NCCA lacked subject jurisdiction. Deck later appealed to the 9th Circuit in an attempt to stop the progressing wrongful foreclosure against his only residence. The 9th Circuit DENIED Appellant's Urgent Motion, and DISMISSED both his request for rehearing, and his Emergent Motion to save his home from a wrongful foreclosure (both without explanation), the case was closed. The case demands to be heard on the merits, because no merits have been heard in the EDC, or the 9th Circuit. Appellant has a 14th Amendment right to be heard by a competent court of law for the proper adjudication, against the national banks moving to wrongfully steal his home and life savings.

Two Void Judgments from the EDC- "NO STANDING", and "GAMESMANSHIP", were entered in the Eastern District Court, Sacramento, CA, before the Magistrate closed the case. The law is well-settled that a void order or judgment is void even before reversal. Valley v. Northern Fire & Marine Ins. Co., 254 U.S. 348, 41 S. Ct. 116 (1920). "Courts are constituted by authority and they cannot go beyond that power delegated to them. If they act beyond that authority, and certainly in contravention of it, *their judgments and orders are regarded as nullities; they are not voidable, but simply void, and this even prior to reversal."* Williamson v. Berry, 8 HOW. 945, 510, 12 L. Ed. 1170, 1189 (1850).

When rule providing for relief from void judgments is applicable, **relief is not a discressionary matter, but mandatory**! Orner v. Shalala, 30 F.3d 1307 (Colo. 1994). The judgment is a void judgment if the court that rendered the judgment lacked jurisdiction of the subject matter, or of the parties, **or acted in a manner inconsistent with the due process of aw**. Fed Rules Civ. Proc., 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend. 5 Klugh v. U.S., 620 F. Supp. 892 (D.S.C. 1985)

The Fraud and unfair dealing have now been further exposed in the wrongful Unlawful Detainer Action filed against this Appellant in Placer County Superior Court, by the purchaser following the wrongful Foreclosure Sale. Clearly a fraud by intension for referring to a 2002 Deed of Trust, instead of the superseded 2008 Quit Claim Deed from the Marital Settlement Agreement (MSA) of the divorce between Vernon Ray Deck and Heather Ann Summerby.

BACKGROUND

At 11 months into my second marriage, which only lasted 15 months, to a Canadian nurse I worked with, we refinanced what had been my sole and separate purchase as a single man (11/05/1999) prior to dating her. Chase Manhattan Mortgage Company had put me into an Unwarranted Foreclosure and refused my payments for five months. Thereafter, Option One Mortgage Company stated in writing that based on a *business decision* they would refinance the loan, to allow '*them*' to *"keep their home"* (changing the terms *"his" to "them" and "their")* before adding Summerby, then required Appellant to add his new wife to the refinanced loan which was signed 11/05/2002. The errors I discovered later in that mortgage have snowballed ever since in each transfer which followed, beginning with AHMSI, then Homeward Residential. The Dissolution was Final on 07/11/2005. Although the Dissolution's MSA was not final until Feb. 15, 2008, it was not Ruled a Judgment until Feb. 2013 (which is relevant with issues, and timeline, explained elsewhere).

In late September of 2009, Option One lost its Business License in California due to ethics violations, according to the Secretary of State's Office in Sacramento. The DOT was Assigned to Wells Fargo Bank N.A. (W/O the Note) as trustee for the Option One Securities-Backed Chalet Series III Trust 2003-1, and Serviced by Ocwen Loan Servicing, Inc. On 12/20/12 Wells Fargo Bank (WFB) filed a NOD, along with the Assignment of DOT and the Substitution of Trustee. On 04/16/2014 WFB filed Notice of Sale and rescinded it on 05/16/2016.

On 09/27/2017 Wells Fargo Bank granted, assigned, and transferred the DOT to US Bank clearly within the Automatic Stay of Deck's BK (in effect from 07/25/2016 through the FINAL DECREE of 12/01/17), 6.5 months after the BK court's

Scathing Minute Order dated 03/09/2017 and the voluntary withdrawal of Wells Fargo Bank's Motion to lift the Stay. The assignment was certainly Unlawful and VOID.... and without the obligation of the Note to enforce. All assignments which came after that point in time have intentionally been shell games to hide the facts and illegally enrich the scheming players. MTGLQ received the Assignment of the DOT from US Bank and reversed it back to US Bank N.A., Chalet Series lll Trust 2003-1 However, nowhere in recorded documents can Appellant locate any attempts by US Bank to return its assignment back to Wells Fargo Bank. Instead, US Bank, N.A. continued the passage of the illegal transfer into another US Bank Trust, Lodge Series III Trust 2003-1 to disguise it further, and ultimately "sold for profit" at a foreclosure sale on 03/01/2021, to Redwood Holdings, LLC.

This had been magnified further with the intentionally inflated price sought at the sale (see exhibits:NOD, NOS, and Verification of the sale details., Appendix B) to enrich ONLY US Bank, without any proceeds to the Homeowner after he had made $379,619.74 in payments toward a $306K note, which the banks claimed he was not on, and selling it for $539,455.60 literally only one penny over First Call which had been lowered from the published amount of the NOS of $550K. Furthermore, Appellant, a homeowner since 1999, had paid over $300,000 in attorney fees protecting his most valuable asset, before having to go pro per out of necessity. At the time of the wrongful foreclosure sale, Heather Summerby was suspiciously relieved completely of the obligation she testified to in her signed State and Federal Declarations. She was then defaulted by Redwood Holdings, LLC in the pending California Unlawful Detainer case (M-CV-0078624), of Placer County. Redwood Holdings, LLC falsely served her at Deck's sole property, without serving her as an opponent in the UD case. and ignoring her 2008 QCD back to Deck; the MSA 'Stay-Away Order"; and the fact she moved out 1/27/2003, (18 years ago).

Only Deck was pursued to reclaim his sole and separate property. Summerby had signed a Quit Claim Deed releasing her rights per the Dissolution MSA read onto the record in open court 2/15/2008, (see Family Law Minute Order, Exh.# 11). The 3/01/2021 illegal enrichment by US Bank clearly exposes their Unclean Hands and her malice to separate this Appellant from his only residence after a 15-month

marriage, some eighteen years ago, and now needs to end in his favor. Every Mortgage Servicer listed in this complaint refused to pursue Heather Summerby, even prior to her 2015 Declaration in CA State Court case # SCV 0035443, Ech.# 12, and again in the 2017 Federal Court case 2:17-cv-00234-MCE-KJN, Ech. #13, where she insisted: *"I have not assigned any liability to any other person, not even my ex-husband Vernon Ray Deck."* Summerby had no personal funds to anchor any claims after signing the QCD in 2008.

Since the trial court's dismissal "with prejudice" was void, it may be attacked either by direct appeal or collateral attack Ex parte Williams, No. 73,845 (Tex.Crim.App. 04/11/2001). "

This was plainly known by the EDC and by the NINTH Circuit Court in February 2021, absent any Comment or Order to stop these abuses. Appellant now submits to SCOTUS, the evidence of intentional practices, by the Appellees for unjust enrichment which is further believed to be a practice levied against a myriad of other homeowners, and now seeks the adjudication of Justice on the merits, of an eighteen (18) year journey to justice.

OTHER RELEVANT HISTORY

CA - FAMILY LAW – Relevant History connects the dots to proceedings In the Federal Courts

- 1999 Vernon Deck's Sole Purchase of 1124 Hawthorne Loop, Roseville, CA
- 2001 2nd Marriage to Heather Summerby
- 2002 Refi with Heather Summerby (November)
- 2003 Legal Separation from Heather Summerby(March)
- 2004 D.F. second property Set Aside for Undue Due Duress
  Summerby's Inter-Spousal Transfer Grant Deed VOIDED
- 2005 Dissolution Final
- 2008 Summerby Fraudulent transfer to R. & M. Russ Set aside in Family Court under Family Codes §1101, §1102 Title was reformed, filed in Placer County, CA DOC# 2005-0113523 – Reforming Title

- 2008 MSA -Summerby QCD's all interest back to Deck – Money Judgment Entered - for Deck (Remains active) Case #_SM 001127093
- 2012 Summerby's QCD for Roseville house - Filed in Placer County Jan. 10
- 2015 State Case (CA) Summerby's Declaration she alone is on the NOTE. 2008 QCD'd filed in Placer County, CA DOC #2012-0037410-00

U.S. Bankruptcy Court Eastern District of California – Sacramento

Re: Vernon Ray Deck

Case # 16-24854-E-7 Filed: 07/25/2016

Judge: Ronald J. Sargis *Civil Minute Date 03/09/2017 – DOC# 48- SCATHING*

Debtor Discharged: 12/27/2017

BANCRUPTCY MINUTE ORDER

Bankruptcy Discharge List – Ocwen

Wells Fargo Bank N.A. -Motion for Relief from the Automatic Stay, Page 2, second paragraph: "*It may well be that this is a directive from Movant to its attorneys that they will do it the wells Fargo Bank way, hang any rules of the court.*" And further.....

"*From the evidence provided, the court cannot determine whether Wells Fargo Bank, N.A. is entitled to relief from the automatic stay. The Manderville Declaration appears to be "testimony by proxy," with Ocwen Loan Servicing providing a "dummy declarant" who has no personal knowledge.*"

- Judge R.H. Sargis

REASONS FOR GRANTING

- National Banks, Servicers establish diversity of citizenship in various States
- Case was never allowed to address the Merits – The merits were never reached by any court of the causes and details perpetuating the frauds and injustice resulting in Appellant's unwarranted impoverishment.
- Appellant clearly has STANDING – the NINTH REVERSED and REMANDED for this purpose.

- The Trial Court (EDC- Sac) avoided hearing the merits, in citing '***gamesmanship***' then claiming appellant failed to prosecute per **Rule 41(b)**.
- After **BK** the note was VOID, against Appellant, but NOT Summerby, ONLY Appellant was still pursued, until the Foreclosure sale, Summerby released.

  Unlawful Foreclosure – Assigned during Federal Automatic Stay, and transferred for the intent to flip it for profit.
- **Unjust Enrichment** The Principal Shown was $ 274 K. NOD, US Bank Showed $ 330K Notice of Trustee's Sale, US Bank showed $ 450 K the Foreclosure Sale Opening Bid was published at $ 550K, sold for $539,455.60, only one penny over Auctioneer's first call and the only bid.

  - Since the trial court's dismissal "with prejudice" was void, it may be attacked either by direct appeal or collateral attack. Two foreclosure attempts, one in 2014, another in 2016 were withdrawn because they were unlawful bulling attempts to steel my property and equity, they did not have legal authority. On 3/1/2021 it was illegally SOLD at foreclosure for inflated profit, with a Broken Chain of Title, and fraudulently based on the 2002 DOT superseded in 2008 by a Marital Settlement Agreement (MSA) and the Quit Claim Deed (QCD) in accordance with the terms of the Dissolution's MSA.

  CA Contract law Statute of limitations is six (6) years from Date of last payment, In 2012 I was told I had over paid the loan. In the EDC the Magistrate asked when the last payment was made in reference to that 6-year Statute, which had already run. This was moot from the Evidentiary Hearing. WFB and successors have known this. When the Judgment is a void judgment, the court that rendered that judgment **acted in a manner inconsistent with due** process, **Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend.** *5* —Klugh **v. U.S., 620 F.Supp. 892 (D.S.C. 1985).**

STATEMENT REQUIRED NOTIFICATIONS HAVE BEEN MADE

RULE 29.4(B) OR (C)

-Attached are Certificates of Service for the notifications that have been sent to parties of interest in the matter waiting to be heard in this honorable court.

A DIRECT AND CONCISE ARGUMENT

It was on our second property in Dutch Flat, CA that originally alerted Appellant to the irregularities manifested against his home in the present case. The Emergency against Appellant's residence now cries out for the full attention of SCOTUS, to administer equal justice in this case, and similar cases throughout the nation. The18-year journey demonstrates Repeated Assignments, and Unclean Hands, winding its way to SCOTUS, because justice remains UNAJUDICATED from the Federal and Appellate Courts, since the merits have never been reached. Origination was initiated by an ex-wife's trickery, and her connections with Mortgage bundlers in Canada, and then perpetuated through powerful connections in the mortgage industry by National Banks, Servicers, Title Companies and Attorneys robbing and stripping homeowners, and seniors, like me of their Investment, Equity, and the Possession of their residences. Appellant's case was certainly not the only case which fuels this network. The devastation of these family and our pursuit of Happiness.

CONCLUSION

Although the 2009 National Mortgage Settlement pursued by 49 A.G.'s may have addressed issues and fined the banks and lenders, it has had no effect on my home and that of countless other homeowners. We are still burdened by the hunger of the Mortgage Locusts to wrongfully flip and service our properties for more and more cash, while locking legitimate homeowners out of their homes. Our great country was founded on the principles of law and the personal freedoms of Life, Liberty and the right to own property (in pursuit of happiness). It is the duty of this court to equally apply the U.S. Constitutional rules of law to each case brought before it, making Justice equal for all and blind to favoritism. This Appellant respectfully presents this case with the sincere hope it will bring justice to others, and me, victimized by unlawful attempts to steal our AMERICAN DREAMS, and find great resolve here. After the dreams that were so eloquently bestowed upon us by our founding fathers, may their dreams remain alive through this court of law. The time is ripe for this court to *RESOLVE* each of these questions of

national interest against the fiduciaries, to include their supporting subsidiaries and representatives, *against the homeowners of this great country*

Appellant's prayer for relief begins with: 1) a request for certiorari review of the EDC's refusals to hear the merits of Appellant. Then, 2) correct the 9th Circuit's failure to entertain Appellant's plea to save his home from the fraudulent transfers culminating in the wrongful Foreclosure Sale of his primary residence, and his unlawful eviction from it. And 3) establish a quicker means to stop this tragedy from destroying the lives, families, and properties, which our Founding Fathers intended so boldly to protect, that they ratified the 14th Amendment.

May God Bless America, and each Justice in serving our nation with equality from this bench. With great respect,

Thank you all so much,

Vernon Deck

Vernon Deck, pro se Appellant

7/23/21

Date